

POLICY REGARDING E-MAIL FORWARDING SERVICES.

Policy to be in force in May 12th, 2012.

1. DEFINITIONS.

The terms defined in this section may be used in the present policy either in singular or in plural.

The terms stated in capital letters and without a definition in this policy, will have the definition and meaning given to them in the Policy of Akky's Domain Names, unless they are defined in any other way, or that definition or meaning has been limited within this document.

All of the headings established in this policy are used exclusively to facilitate its reading, but they will not be taken into consideration for the interpretation of this policy.

1.1 E-mail.

Any message sent through the SMTP protocol defined in the RFC 2821 or the RFC that updates or replaces it.

1.2 DNSSEC.

It is a technology that has been developed to certify the validity of the address from the visited Website. Its full implementation will ensure that the end User gets connected to the actual Website or to the service that corresponds to a particular Domain Name.

1.3 DS Records (*Delegation Signer*).

Simplifies the task of authenticating and validating the trust chain, because it resides in a parent zone (such as .mx, .com, .net, among others) and indicates necessary information from a Domain

Name. When the validation is successful, ensures that the response actually comes from the Domain Name administrator. These records must be generated by the DNS administrator of the Domain Name, for example the hosting provider or system administrator, whom the Domain Name Holder has appointed.

1.4 RFC.

Request for Comments. It is a technical or organizational note about Internet, which has its central repository at <http://www.rfc-editor.org>.

1.5 E-mail Forwarding Services.

The redirecting the E-mails sent to one or several E-mail accounts associated to a Domain Name registered with Akky, to another E-mail account specified by the User, using the DNS hosting of Akky for the Domain Name..

2. GENERAL PROVISIONS.

The Registrant and the Users of Akky's Domain Names state they have knowledge of the present policy, in relation to the Domain Names and E-mail Forwarding Service, as well as the authority of Akky to eliminate and/or modify them at any time.

Any modification or update to the Policies published on Akky's Website will be notified through a statement at least five (05) Days before their enforcement date on Akky's Website, so that the Registrant and the Users may state what best suits their interests. Once the previous deadline has elapsed, the Registrant and the Users of the Domain Name will be bound under these new Policies, without any further need of Akky to issue any type of notice or statement. Akky simply manages the Domain Names, and, therefore, any consequence resulting of the Domain Name registration and/or use of the E-mail Forwarding Services and/or of the Domain Names constituting or that could constitute violations to the applicable legislation, are the sole responsibility of the Registrant.

3. E-MAIL FORWARDING SERVICES ASPECTS.

3.1 Contracting.

3.1.1. The E-mail Forwarding Services can be contracted by the Main User through the System, either during the registration of the Domain Name or during its coverage period. In order to contract the E-mail Forwarding Services, the Domain Name to which the E-mail Forwarding Services will be assigned must be either in Active status or Special Active status; otherwise, it cannot be contracted.

3.1.2. For the proper functioning of the E-mail Forwarding Services, the Registrant and Users agree that Akky will manage the DNS service. Once it is activated, it will have DNSSEC always that the TLD support it, adding the corresponding DS Records.

3.2 Coverage Period.

The E-mail Forwarding Services will be renewed automatically as long as the associated Domain Name is still under its coverage period, that means that the Domain Name Status is Active or Special Active, and until Akky determines any change in its renewal scheme, after it has been published on Akky's Website.

3.3 Assignment.

The E-mail Forwarding Services will be assigned exclusively to the Domain Names stated by the Main User upon contracting the E-mail Forwarding Services through the System.

3.4 Rates and Payment Methods.

3.4.1 Akky may establish the payment and payment methods of a rate for the use of the E-mail Forwarding Services at any time, prior notice on Akky's Website.

3.4.2 The Registrant and the Users agree to pay the corresponding fee for the E-mail Forwarding Services stated according to their coverage period, which cannot, under any circumstances, exceed the coverage period for the Domain Name associated to the E-mail Forwarding Services.

3.4.3 The Registrant and the Users agree and accept that the payments made are not refundable or transferable to another Domain Name. Furthermore, if the cancellation of the E-mail Forwarding Services is required, the cost of this cancellation will neither be refundable nor transferable.

- 3.4.4 Akky may send several notifications regarding the payment of the E-mail Forwarding Services before their due date by E-mail to the Main User and/or Users with Payment permissions for each Domain Name associated with these E-mail Forwarding Services.
- 3.4.5 The fees and payment methods corresponding to the E-mail Forwarding Services and its modifications will be published on Akky's Website.
- 3.4.6 The compensation for the E-mail Forwarding Services contracted will be proportional to its coverage period.

3.5 Cancellation.

- 3.5.1 The Main User may proceed with the cancellation of the E-mail Forwarding Services, which can be performed at any time through the System.
- 3.5.2 At the discretion of Akky, the E-mail Forwarding Services can be suspended or revoked at any time.
- 3.5.3 The E-mail Forwarding Service and the Custom DNS Service cannot be provided simultaneously.

3.6 Access.

In order to be able to access and set up the E-mail Forwarding Services, the Main User and/or User with Technical permissions must use his/her User Account through the System.

3.7 Intellectual Property.

The Registrant and the Users must be sure they are not infringing any right corresponding to intellectual property while using the E-mail Forwarding Services (such as: trademarks, licenses, know how), and/or any other intellectual property right, according to the applicable domestic and international law.

3.8 Terms of use.

- 3.8.1 In order to contract and use the E-mail Forwarding Services, the User, on behalf of himself and the Registrant, must know and agree to this policy for the use of the E-mail Forwarding Services. In case the User and/or the Registrant do not agree with all or part of what is stated in this policy, they must refrain from requesting, contracting and/or using the E-mail Forwarding Services, since its use will be interpreted as their acceptance.
- 3.8.2 The Users confirm that they are of legal age and that they have full use of their legal capacity, otherwise they should refrain from using and/or requesting the E-mail Forwarding Services.
- 3.8.3 The E-mail Forwarding Services contain sections in which the User can provide information and/or images for their use. Akky is not responsible for the information provided by the Users in these areas. Therefore, it is responsibility of the User and Registrant to use these spaces in a licit manner.
- 3.8.4 The Registrant and the Users are responsible for the use given to the E-mail Forwarding Services, including the content, material and information they place and publish through the E-mail Forwarding Services; furthermore, they declare that this information is at all times true, precise and complete.
- 3.8.5 The Users must ensure that they, or whoever uses their User Account, will not use it to:
 - 3.8.5.1. Send, publish or use information (data, images, audio or any other type of information) and/or send or publish a link:
 - 3.8.5.1.1. Which may affect the image of Akky in any way.

- 3.8.5.1.2. Which affects the moral integrity of the employees, directors, representatives, partners, suppliers, customers, or any person collaborating with Akky.
- 3.8.5.1.3. With obscene, defamatory, degrading or any content that violates the privacy of any person.
- 3.8.5.1.4. With content of which they do not have the corresponding rights (for example; any material protected by copyright).
- 3.8.5.1.5. Which was obtained as confidential and without the authorization of the author or the copyright owner.
- 3.8.6 Akky reserves the right to review, remove, edit or block any material or information which the Main User and/or User with Technical permissions have published, received or sent in infringement of any law, including the provisions established in the preceding section, or at the explicit request of an Authority. Akky may suspend, temporarily or permanently, and/or cancel the access and/or use of the E-mail Forwarding Services at any time.
- 3.8.7 The Users and the Registrant agree and accept that:
 - 3.8.7.1. The E-mail Forwarding Services are only associated with one Domain Name and these E-mail Forwarding Services are not transferable to any other Domain Name.
 - 3.8.7.2. The content of this policy can be modified by Akky, prior notice of at least five (05) Days before they will be enforced. The notice will be published on Akky's Website.
 - 3.8.7.3. They are solely responsible for the treatment given to personal data to which they have access due to their relation with Akky, as well as their protection and that their treatment will be made with the secrecy and safety deserved, in accordance to the provisions of the applicable legislation.
- 3.8.8 Specifications regarding the Use of the Service.
 - 3.8.8.1 The Main User can configure one and up to the maximum number of E-mail accounts that the Service allows, which will be associated with the Domain Name and will be directed to the E-mail accounts given by the Users.
 - 3.8.8.2 It is the responsibility of the Registrant and Users to have all the authorizations, permissions and/or rights of the E-mail addresses to which Akky will send the E-mails forwarded to the electronic address set by the User.
 - 3.8.8.3 The Registrant and the Users agree that Akky may apply any type of filter when receiving E-mails, therefore, Akky will direct, without any exceptions, all the E-mails received to the account set by the Main User and/or User with Technical permissions. Likewise, the Users agree that Akky is not responsible for the reception of any type of unwanted E-mail and/or its content.
 - 3.8.8.4 The Registrant and the Users agree and recognize that Akky is not responsible for the E-mails that are not received in the account set by the Users in the following cases:
 - 3.8.8.4.1 When the E-mail has a size larger than 1 megabyte.
 - 3.8.8.4.2 When the Users have given a wrong or inexistent E-mail account.
 - 3.8.8.4.3 When the Users do not have enough space available in the E-mail account to receive the content of an E-mail.
 - 3.8.8.4.4 When the service provider from the E-mail set by the User is not available or has more restrictions than those established by Akky for the message transmission.
 - 3.8.8.5 The Users agree and recognize that the Service does not include the storage, consultation or E-mail delivery service.

- 3.8.8.6 The Registrant and the Users accept that there are external factors beyond Akky's control that are involved in the redirected e-mail delivery, for which it is not guaranteed the delivery time, however, Akky makes the maximum effort to minimize it.

3.9 Personal data and communications.

- 3.9.1 The Registrant and the Users authorize that the information or personal data provided to Akky in the registration procedures and modifications of the E-mail Forwarding Services may be treated, published, transmitted, reproduced, disclosed and/or communicated publicly by Network Information Center, S.A. de C.V., in compliance with the Privacy Notice.
- 3.9.2 The Registrant and the Users accept Akky's faculty to contact, notify and send them information, mainly by E-mail. Akky can use any other communication methods considered appropriate to contact the Users.

***The English version of this document has no legal value, it is provided solely as a means to facilitate the reading and understanding of the Spanish version, it is not a substitute to the legal validity of the Spanish version. In case of any controversy, the text in the Spanish version will in all cases apply.**

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